

AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
MOORE, STEPHENS, LOVELACE, P.A.

FOR
AUDITING SERVICES OF THE COUNTY'S COMPREHENSIVE ANNUAL FINANCIAL
REPORT

RFP 07-0044

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Moore, Stephens, Lovelace, P.A., a Florida corporation, its successors and assigns, hereinafter referred to as AUDITOR.

Recitals

WHEREAS, the COUNTY has publicly submitted a Request for Proposals (RFP), #07-0044, from firms qualified to perform an audit of the County's Comprehensive Annual Financial Report which includes the Board of County Commissioners, Clerk, Supervisor of Elections, Tax Collector, Property Appraiser, and Sheriff as required by Florida Statutes; and

WHEREAS, the AUDITOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the COUNTY held a negotiation meeting in which the COUNTY and the AUDITOR reached a mutual agreement as to the terms and conditions of such services; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Services to be Performed.** The AUDITOR hereby agrees to provide the COUNTY with auditing services, as requested and more specifically outlined in RFP 07-0044, this Agreement, and all official documents that form the Contract Documents for this Agreement.

2. **Time of Service.** Services shall be performed in a timely manner, as specified in the AUDITOR'S proposal.

3. **Term of Agreement / Option of Renewal.** This Agreement shall be effective for a twelve (12) month period immediately following the date of final execution. The COUNTY reserves the sole right to extend this Agreement for four (4) additional twelve (12) month periods at the same pricing structure, scope of services and terms and conditions. The COUNTY may consider an adjustment to price based on the changes to the applicable Consumer Price Index (CPI). It is the AUDITOR's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the AUDITOR's request for adjustment should be submitted ninety (90) days prior to expiration of the then current contract term. Any adjustment request received after the commencement of a new option period shall not be considered.

4. **Amendment of the Contract.** This Agreement may be amended only by mutual written agreement of the parties.

5. **Subcontracting.** This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the AUDITOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the AUDITOR.

6. **Termination.** This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse AUDITOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of AUDITOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. At least 30 days prior to Termination for Cause, County shall notify AUDITOR in writing of

AUDITOR's default or negligence and afford AUDITOR opportunity to correct any default or negligence.

7. **Compensation.** In no event shall the contract amount exceed **\$236,000.00 (Two Hundred Thirty Six Thousand Dollars)** unless a change order has been executed in accordance with the COUNTY's Purchasing Policy and Procedures. A copy of the COUNTY's Purchasing Policy and Procedures shall be made available to the AUDITOR upon request.

The total contract amount of \$236,000.00 (Two Hundred Thirty Six Thousand Dollars) does not include the creation of a statement of conflict counsel fees and statement of conflict expenses and costs. Both parties have agreed that this statement will not be created.

The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes. For each fiscal year, payments shall not exceed:

By October 1st, 30% of the total payment,
By November 1st, 50% of the total payment,
By December 1st, 70% of the total payment,
By January 1st, 90% of the total payment.

The COUNTY shall withhold the sum of 10% of the total payment each year until the audit is accepted by the COUNTY.

Invoices shall be submitted in duplicate to County Finance Department, Office of the Clerk of Courts, P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain RFP number 07-0044 and a description of services and fees. AUDITOR shall submit invoices in accordance with the above schedule.

AUDITOR and COUNTY hereby agree that the hours of service set forth in AUDITOR's proposal for each task are projected hours of service and that the AUDITOR's actual time may be more or less than the budgeted hours.

8. **Permits/ Licenses.** The AUDITOR must secure and maintain any and all permits and licenses required to complete this contract.

9. **Audit.** The AUDITOR shall retain all records relating to this contract for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. The COUNTY reserves the right to audit such records.

10. **Internet Posting.** The AUDITOR agrees that the COUNTY has the right, at no additional cost, to post a copy of the Comprehensive Annual Financial Reports (CAFR) on the COUNTY's website.

11. **Insurance.** The AUDITOR shall provide and maintain during the entire term of this Agreement insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. AUDITOR shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(X) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

(X)	General Liability	
(X)	Each Occurrence/General Aggregate	\$500,000
(X)	Products-Completed Operations	\$500,000
(X)	Personal & Adv. Injury	\$500,000
(X)	Fire Damage	\$50,000
(X)	Medical Expense	\$5,000
(X)	Contractual Liability	\$300,000

(X) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

(X) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be name as additional insured as their interest may appear on the:

- (X) general liability policy
- () automobile liability policy

(X) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

(X) Professional liability (medical malpractice, engineers, architect, consultant, environmental, errors and omissions, etc.) insurance as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

(X) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change or cancellation of the required insurance.

(X) Certificates of insurance shall identify RFP number 07-0044, contract, project, etc. in the Description of Operations section of the Certificate.

(X) AUDITOR shall be responsible for subcontractors and their insurance.

(X) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

AUDITOR Liability Insurance policies shall be endorsed to add COUNTY as an additional insured for General Liability Insurance. Additionally, AUDITOR shall be responsible for payment of all deductibles and self-insurance retention on AUDITOR Liability Insurance policies. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to COUNTY by certified mail.

12. **Indemnity.** AUDITOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the AUDITOR and other persons employed or utilized by the professional in the performance of the contract.

13. **Governing Law.** The laws of the State of Florida shall govern this Agreement.

14. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986.** The AUDITOR is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. AUDITOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended from time to time. Failure to employee, partner, nor joint venturer of County. AUDITOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended from time to time. Failure to

comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Contract, at the discretion of Lake County.

15. **Severability.** The term and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

16. **Documents Comprising Contract.** The Contract shall include this Agreement for auditing services, as well as the following documents, which are incorporated herein by reference.

- a. Lake County's RFP 07-0044, issued on March 21, 2007, and all of its addenda;
- b. AUDITOR's Certificate of Insurance required under Section 2.8 of RFP 07-0044 and Section 11 of this Agreement;
- c. Engagement letter dated June 30, 2007; and
- d. AUDITOR's Proposal.

If there is a conflict between the terms of this Agreement and the above-referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

AGREEMENT BETWEEN LAKE COUNTY AND MOORE, STEPHENS, LOVELACE, PA FOR AUDITING SERVICES OF THE
COUNTY'S COMPREHENSIVE ANNUAL FINANCIAL REPORT: RFP 07-0044.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 10 day of July, 2007 and by AUDITOR through duly authorized representative.

AUDITOR

Daniel J. O'Keefe
Name: Daniel J. O'Keefe
Title: Shareholder

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

James C. Watkins
James C. Watkins, Clerk
of the Board of County
Commissioners of Lake
County, Florida

Welton G. Cadwell
Welton G. Cadwell
Chairman

This 12th day of July, 2007

Approved for procurement compliance:

Barnett Schwartzman
Barnett Schwartzman
Director, Procurement Services

Approved as to form and legality:

Sanford A. Minkoff
Sanford A. Minkoff
County Attorney